

# TASK ORDER

This is City of Dickinson Task Order  
No. 2304-01041, consisting of 5 pages.

## Task Order: City of Dickinson 2024 Road Maintenance Project

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 22, 2018 and amended October 23, 2019 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- A. Effective Date of Task Order: July 18, 2023
- B. Owner: City of Dickinson
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): City of Dickinson 2024 Road Maintenance Project (City of Dickinson No. 202401)
- E. Specific Project (description): Professional Services consisting of Preliminary and Final Engineering Services associated with the City of Dickinson 2024 Road Maintenance Project

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:  
  
set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Not Used
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:  
  
Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

## 4. Owner's Responsibilities

A. Owner shall have those general responsibilities set forth as follows:

The City of Dickinson will have certain responsibilities in support of the project. It is crucial to fulfill these responsibilities in a timely manner, ensuring that the consultant has the necessary information and resources to carry out the road maintenance project effectively. By collaborating closely and providing the required documentation and data, the City will contribute to the project's success and enable seamless coordination between the City and the consulting firm. These responsibilities include but are not limited to the following:

1. Provide the consultant with access to relevant geotechnical evaluation reports and studies conducted in the project area. Share geotechnical data, including soil composition, bearing capacity, and other pertinent information, to assist the consultant in designing and implementing the road maintenance project effectively.
2. Grant the consultant access to existing sanitary and storm sewer televised data for the project area. Data is to be reviewed by the consultant to identify potential conflicts or issues that need to be addressed during the road maintenance project. The City will collaborate with the consultant in resolving any conflicts or concerns related to underground utilities and drainage systems.
3. Access to past project records, including engineering plans, specifications, and as-built documents, related to underground utilities. These documents will assist the consultant in understanding the existing underground utility infrastructure and ensuring compatibility with the proposed road maintenance project. City staff will coordinate with the consultant to address any discrepancies or conflicts between the proposed project and the existing underground utilities, providing necessary guidance and documentation for reference.
4. Actively engage in coordination and collaboration with the consultant throughout the project's duration. Respond to inquiries, provide necessary clarifications, and offer technical expertise when required. City staff will work closely with the consultant to resolve any issues or conflicts that may arise, ensuring smooth project execution. Appoint a designated project manager to assist the consultant by providing necessary project-related information, facilitating access to data and records, and addressing any project-specific requirements.
  - Provide Owner's budget constraints for Engineer's use in evaluating Opinions of Cost.
  - Notify Engineer of definitive streets that should be prioritized and included in the project.
  - Notify Engineer of other projects that should be considered when determining the streets that are to be improved, particularly those related to utility rehabilitations or replacements, so proper coordination of separate projects can occur.
  - Pay the cost of any review fees imposed by agencies having jurisdiction over the project.

## 5. Task Order Schedule

A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- Owner desires to have construction occur in the summer of 2024. Engineer will plan the various project phases to accommodate these dates, barring delays from assessment district creation, weather or other unexpected circumstances.
- Following project schedule from Consultant’s project proposal.

Project Task	2023						2024				Deliverables/Activities		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr-Oct			
City Commission Award	18												
Contracting	7/19-31											Agreement (Scope and Fee)	
Kick-Off		7										Kick-Off Meeting with KLJ and City Staff	
Survey and Mark Removals		8/8-9/1										KLJ to Assess Concrete Removals by Experienced Staff	
Preliminary Design			8/26-10/13									Base Maps, Concrete Improvement Drawings	
Draft Preliminary Engineering Report Submittal				13								Draft PER, City QA/QC Review	
Finalize PER and District Creation Documents					31							District Creation Exhibits/Tables, Preliminary Engineering Report, QA/QC Review	
City Commission Resolution to Create District						7						City to Submit Resolution to Paper by Thursday, November 16, KLJ to Prepare Landowner Notification Letters	
Legal Notice/Begin Protest Period							11/22-12/22					30-Day Protest Period	
Design Phase						11/1-1/5						Final Design and Plan Preparation	
Public hearing							6					KLJ to Prepare Public Meeting Exhibits/Displays	
End Protest Period								22				Calculate Percentage of Protested Area	
City Commission Approval of Final District									2			SID to be Ratified after Protest Period	
90% PS&E Submittal									5			Preliminary Plans, Specifications and Estimate (PS&E), QA/QC Review	
Final Bid Documents										31		Final PS&E, Advertisement for Bids (Legal Notice)	
Bid Advertisement											7-28	Legal Notice to Paper on Thursday, February 1	
Bid Opening											28	Bid Tabulation, Recommendation of Award	
City Commission Meeting											5	Bid Award/Authorization of Contract	
Notice to Proceed/ Construction (tentative)												4/5-10/25	Submittals, Meeting Notes, Pay Applications, Change Orders, Landowner SID Quantities, Record Drawings, Digital CAD files, Electronic Field Records, Close-Out Documents

Shaded rows indicate SID creation milestone



## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A) **		
a. Study and Report Phase (A1.01)	\$19,700.00	Hourly Rates
b. Preliminary and Final Design Phase (A1.02, A1.03)	(tbd)	(tbd)
c. Bidding or Negotiating Phase (A1.04)	(tbd)	(tbd)
d. Construction Phase (A1.05)*	(tbd)	(tbd)
e. Resident Project Representative Services (A1.05.A.2)	(tbd)	(tbd)
f. Post-Construction Phase (A1.06)	(tbd)	(tbd)
<b>TOTAL COMPENSATION (lines 1.a-f)</b>	\$19,700.00	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

\*Based on a [tbd] -month continuous construction period.

\*\*Will not be exceeded without Owner's written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:** None

**8. Other Modifications to Agreement and Exhibits:** None

**9. Attachments:** Exhibit A – Engineer's Services for Task Order

**10. Other Documents Incorporated by Reference:**

- A. January 22, 2018 Agreement between Owner and Engineer for Professional Services, Task Order Edition
- B. October 23, 2019 Amendment No. 1 to Owner-Engineer Agreement (extending term through January 2025)

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 18, 2023.

OWNER: City of Dickinson

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Scott Decker

Print Name: Mark Anderson

Title: President of City Commission

Title: Senior Vice President

Engineer License or Firm's  
Certificate No. (if required): C-601  
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Loretta Marshik

Name: Mark Anderson

Title: Assistant City Engineer

Title: Project Manager

Address: 38 1<sup>st</sup> Street W  
Dickinson, ND 58601

Address: PO Box 1157  
Bismarck, ND 58502

E-Mail  
Address: loretta.marshik@dickinsongov.com

E-Mail  
Address: mark.anderson@kljeng.com

Phone: 701-456-7768

Phone: 701-355-8765

## **Engineer's Services for Task Order: City of Dickinson 2024 Road Maintenance Project**

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### **PART 1—BASIC SERVICES**

The Engineer shall provide the necessary work, materials, and equipment required for the successful completion of the project. The overall project scope of services included, but is not limited to the following:

1. Conduct surveys of the road infrastructure. Prepare detailed design plans utilizing AutoCAD Civil 3D and ARCGIS for design and mapping purposes. Produce preliminary cost estimates for all plan submittal stages.
2. Prepare comprehensive contract documents which shall include specifications, drawings, and other relevant information. Coordinate with the city and relevant stakeholders for approvals and necessary permits. Prepare exhibits for public and landowner meetings.
3. Prepare necessary documents and proposals for SID establishment. Facilitate meetings and consultations with stakeholders, including property owners and community representatives. Coordinate with legal counsel to ensure compliance with North Dakota Century Code, all legal requirements, and procedures for SID establishment. Analyze the financial impact on property owners and develop a fair and equitable assessment methodology. Prepare financial projections, including revenue and expense forecasts for the SID. Develop an assessment roll that accurately reflects each property owner's share of the project costs based on relevant criteria. Conduct outreach and an education campaign to inform property owners about the assessment methodology and its implications. Conduct public meetings and workshops to engage and inform property owners about the project and financial aspects. Address inquiries, concerns, and feedback from stakeholders related to funding and financing.
4. Ensure compliance with environmental regulations and guidelines.
5. Prepare 90% plans, specifications, and estimates. Incorporate any required revisions or adjustments to documents and obtain necessary approvals. Prepare final plans, specifications, estimates, and other required documentation.
6. Prepare and submit progress reports every two weeks and include at a minimum, the following information: what was completed in the previous period; what is anticipated to be completed in the next period; issues or concerns for the City of Dickinson; deliverables/milestones achieved during the previous period; budget management and the estimated accrual for the previous period.
7. Progress meetings for the project shall be scheduled at a minimum of every other month, these milestone reviews with the city should cover specific topics of question or concern and will serve as an opportunity to assess the progress of the project, ensure alignment with

- project objectives, and address any concerns or challenges.
8. Changes or modifications to the project scope, budget, or timeline will need to be tracked by the consulting firm who will be required to document and submit change order requests promptly. Change order documentation should include a clear description of the requested changes, their impact on the project, and any necessary supporting information.
  9. Work will include various types of maintenance activities on specified streets. The consulting firm shall provide a detailed description of the types of maintenance to be performed, which may include one or more of the following options: resurfacing, overlaying, rehabilitation of deteriorated pavement sections, seal coating, slurry seals, repainting of road markings, sidewalk and curb repairs, and addressing safety concerns.
  10. Depending on availability of public works staff, some types of maintenance activities may be completed by the city; however, the following items may be included with the project if staff is unavailable. Those items are as follows: crack sealing and filling, patching and repairing potholes, repainting crosswalks and stop bars, clearing and cleaning of storm drains and culverts, repairing or replacing damaged drainage infrastructure, vegetation management, repairing or replacing streetlights, and removal, re-installing, and repairing of existing signage. Additionally, coordination of repairing and maintaining traffic signals could be included.
  11. Deliverables for the project are to include plans, specifications, estimates, reports and any additional required items related to the project. A comprehensive set of design plans for the road maintenance project should include accurate survey data, pavement specifications, and any necessary construction details. Detailed specifications, which follow City of Dickinson standards, should cover materials, construction methods, quality standards and any other relevant details. Estimates should include accurate cost projections for labor, materials, and equipment. Monthly progress reports, along with the final report summarizing the entire project, plus additional documentation required, must be submitted to the city as a part of their project deliverables package.

#### A1.01 *Study and Report Phase Services*

- A. As Basic Services, Engineer shall:
  1. Consult with Owner to define and clarify Owner's requirements for the Specific Project. This includes one (1) scoping meeting and three (3) subsequent review meetings.
  2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B which are not part of Engineer's Basic Services and, and if requested, assist Owner in obtaining such data and services.

3. Conduct field reviews to analyze potential areas to be included in the Specific Project. Potential areas are reflected in the May 2019 Pavement Management Report (PMR) and will also consider recent and upcoming City of Dickinson Road and utility projects. The nature of field reviews includes comparing current pavement condition to the PMR, field checks, measurements, and photos as needed to complete a preliminary assessment of potential street repairs needed.
  4. Identify and evaluate three (3) areas shown in the project Request for Proposal, and after consultation with Owner, recommend those zones which in Engineer's judgement meet Owner's requirements. This includes providing preliminary Opinions of Cost for each area. After reviewing the three (3) areas with Owner, and based on feedback provided by Owner, Engineer will prepare Specific Project location maps and estimates to present to the City Commission for approval. The objective of this task is for Owner to select the proposed project improvement areas, prior to moving forward with SID creation and design.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised location maps and estimates have been delivered to the Owner.

A1.02 *Preliminary Design Phase*

- A. The scope of this phase will be developed following above phases and included by amendment.

A1.03 *Final Design Phase*

- A. The scope of this phase will be developed following above phases and included by amendment.

A1.04 *Bidding or Negotiating Phase*

- A. The scope of this phase will be developed following above phases and included by amendment.

A1.05 *Construction Phase*

- A. The scope of this phase may be developed following above phases and included by amendment.

A1.06 *Post-Construction Phase*

- A. The scope of this phase may be developed following above phases and included by amendment.

A1.07 *Commissioning Phase—Not Included*

A1.08 *Other Services—Not Included*

**PART 2—ADDITIONAL SERVICES**

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services,



the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
7. Additional iterations beyond those agreed to in Part 1 above.
8. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required: (None)*